

Belle Plaine

Teamsters #238 (Police)

7/1/2005 6/30/2007

AGREEMENT

between

CITY OF BELLE PLAINE, IOWA

and

HAUFFEURS, TEAMSTERS & HELPERS,
LOCAL UNION NO. 238, affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2005 to June 30, 2007

Police Department

INDEX

Article 1	Recognition	Page 1
Article 2	Definitions	Page 1
Article 3	Separability and Savings	Page 1
Article 4	Non-Discrimination in Employment	Page 1
Article 5	Employer Rights	Page 1
Article 6	Union Rights and Responsibilities	Page 2
Article 7	Checkoff	Page 2
Article 8	Union Representatives	Page 3
Article 9	Stewards	Page 3
Article 10	No Strike	Page 4
Article 11	Grievance Procedure and Arbitration	Page 4
Article 12	Impasse Procedure	Page 5
Article 13	Seniority	Page 5
Article 14	Hours of Work and Overtime	Page 6
Article 15	Holidays	Page 7
Article 16	Vacation Time	Page 8
Article 17	Sick Leave	Page 8
Article 18	Funeral Leave	Page 9
Article 19	Jury Duty	Page 10
Article 20	Insurance	Page 10
Article 21	Military Leave	Page 10
Article 22	Mileage, Uniform and Equipment Allowance	Page 10
Article 23	Training and Education	Page 11
Article 24	Longevity	Page 11
Article 25	Job Classifications and Wage Rates	Page 11
Article 26	Effective Date and Term	Page 12
	Signatures	Page 12
Exhibit A	Straight Time Hourly Wage Rates	Page 13

A G R E E M E N T

THIS AGREEMENT is executed by the CITY OF BELLE PLAINE, IOWA, hereinafter called "Employer", and the CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called "Union".

ARTICLE 1 RECOGNITION

The City agrees to acknowledge that the Union is the exclusive bargaining representative as set out in the Iowa Public Employment Relations Board, Case No. 4081, for those employees as listed below:

INCLUDED: all regular full-time Police Officers.

EXCLUDED: all elected officials, Chief of Police, and all others excluded by the Act.

ARTICLE 2 DEFINITIONS

All employees who are employed to work forty (40) hours per week or more and on a regular continuing basis the year around shall be designated as full-time employees. All other employees (Reserve Officers) shall not receive any labor contract provisions. All policies and benefits herein contained, including insurance, vacation time, sick leave time and other benefits, shall apply only to full-time employees.

ARTICLE 3 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable. The parties agree that the Employer, with consultation with the Union, may take appropriate action to comply with the Americans with Disabilities Act (ADA).

Wherever this Agreement refers to the male gender, it shall also mean the female gender.

ARTICLE 5 EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty,

and right to: direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline, maintain the efficiency of governmental operations; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; assign overtime work; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the Public Employer by law.

ARTICLE 6 UNION RIGHTS AND RESPONSIBILITIES

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) That it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

The Employer will not interfere with the rights of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer. The Employer will determine when an interruption or interference has occurred.

ARTICLE 7 CHECKOFF

The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 8 UNION REPRESENTATIVES

Authorized representatives of the Union, upon notice given to the department supervisors, may visit the City Hall job site or Public Works building and confer with representatives of the Employer. If such Union representatives desire to confer with a Union Steward or any employee, he/she must first notify the department supervisor. The employee will not be granted permission for such conference if it will interfere with the normal operations of the department; no employee will be held out of or called in from his/her assignment for this purpose. The time spent in conference shall be without pay.

Upon reasonable request made by employees during regular business hours, the Employer shall produce for examination by the employee or his/her representative, time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

ARTICLE 9 STEWARDS

The Employer recognizes the right of the Union to designate one (1) Steward and one (1) alternate Steward from the Employer's seniority list. The Union shall provide the Employer with the names of Stewards and will notify the Employer of any changes.

A Steward is expected to contact other employees regarding grievances before the shift begins or after the shift ends.

The authority of the Job Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with his/her Employer or designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information
 - (1) have been reduced to writing, and
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages or slowdowns.

The time spent by the Steward and the employee under this Article shall be without pay.

ARTICLE 10
NO STRIKE

The Union and employees agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

ARTICLE 11
GRIEVANCE PROCEDURE AND ARBITRATION

Definition. A grievance shall mean only an allegation that there has been a violation of a specific term and/or provision of this Agreement. Grievances shall be adjusted in the manner set forth below.

First Step. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and the Police Chief.

Second Step. If the grievance is not resolved satisfactorily on Step One, the Union may file, within five (5) days after the occurrence giving rise to the grievance, a written grievance with the Police Chief. The Police Chief will meet with the Union within fourteen (14) days and attempt to resolve the grievance. All written grievances shall state the Article and Section of the Agreement alleged to have been violated, the date of the violation, and relief requested.

Third Step.

- (a) If the grievance is not resolved satisfactorily in Step Two, the Union may submit the grievance to binding arbitration by giving written notice to the City within fifteen (15) days after the Step Two answer is given. Grievances which have been processed through the preceding step of this procedure, and only such grievances, shall be submitted to arbitration as provided below.
- (b) The grievant and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Iowa Public Employment Relations Board shall be requested to provide a panel of seven (7) arbitrators.
- (c) The parties shall strike names from the panel. The Union shall remove the first name from the list. The meeting to strike names shall be held within fourteen (14) calendar days of receipt of such list of names. Each of the two parties shall alternately strike one name at a time from the list until one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of

briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

- (d) The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provision of this Agreement to the settlement of issues and grievances arising hereunder.
- (e) Each party shall bear its own cost and expense of the arbitration proceedings, excluding the fee of the arbitrator, which shall be shared equally by the Employer and the Union.

The failure by an employee, the Union, or its representative to process a grievance or appeal the Employer's answer within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered forfeited. The failure by the Employer or the Employer's representative to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance, which then may be appealed to the next step.

The Union's decision to arbitrate shall be authorized by the Local Union Executive Board or its Business Agent.

ARTICLE 12 IMPASSE PROCEDURE

The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

ARTICLE 13 SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

A new certified Police Officer shall serve a probationary period of ninety (90) days. A non-certified new Police Officer shall serve a probationary period of six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. An employee may be terminated during the probationary period without recourse to the grievance procedure.

The probationary period shall not qualify the employee for any of the employee's benefits with the exception of: (1) coverage for Health and Accident Insurance shall commence with the date of employment; and (2) the probationary period shall be included in determining qualifications for sick leave.

In the event it becomes necessary to reduce the work force, probationary employees shall first be laid off before regular employees. Employees will be selected for layoff and recall based on ability and skill to perform the available work. If the Employer determines that ability and skill are equal, seniority shall govern.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for proper cause.
- (c) Engaging in other work while on personal leave of absence or giving false reason for obtaining personal leave of absence.
- (d) Three (3) consecutive days of absence without notice to the Employer.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within seven (7) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds twelve (12) months or the employee's length of service, whichever is lesser.
- (h) Employee retires.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 14 HOURS OF WORK AND OVERTIME

The workweek shall run from 12:01 AM Monday through 12:00 PM Sunday evening.

Shift #1	7:00 AM to 3:00 PM
Shift #2	3:00 PM to 11:00 PM
Shift #3	8:00 PM to 4:00 AM

Each shift includes a thirty (30) minute paid lunch break and two (2) fifteen (15) minute paid rest breaks.

The Police Chief may modify or adjust the shifts and hours as needed as it deems appropriate. Overtime shall be paid after eight (8) hours in a day or after eighty (80) hours of work in a pay period. There is to be no pyramiding of overtime.

There shall be no trading of work assignments except by specific approval of the Police Chief. Normal pay period will be eighty (80) hours. Any change of basic hours shall be by written authorization by the Police Chief. Notification of any changes in shift hours shall be made five (5) days in advance of change except in case of emergency.

Any scheduled overtime shall be paid at one and one-half (1 1/2) times the regular rate. Overtime shall be assigned on a rotating basis for all employees who have completed their probationary period.

Employees who are called back to work shall be guaranteed two (2) hours work or pay at the applicable rate.

The standard payroll shall be paid bi-weekly with paydays on the Friday following the end of the payroll period. The pay period will cover a two (2) consecutive week period.

If the Employer should decide compensatory time may be allowed, it is at the Employer's discretion.

If an employee is required by the Employer to appear at a City Council meeting, he/she will be paid for all time spent at the meeting.

ARTICLE 15 HOLIDAYS

The parties recognize the following ten (10) paid holidays: New Year's Day, President's Day, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), Day after Thanksgiving Day, Christmas Eve Day, Christmas Day (December 25) and two (2) personal days per year which cannot be carried over from one year to the next. Effective July 1, 1994, the Employee's Birthday will be considered a holiday. At least forty-eight (48) hours advance request must be given to the Employer prior to the day to be taken off work. All full-time employees of the City will be paid for eight (8) hours of regular pay for each of said recognized holidays, provided that:

- (a) The employee has worked as a full-time employee for thirty (30) calendar days.
- (b) The employee has worked the last scheduled workday preceding said holiday and the first scheduled workday following such holiday (employees who are on authorized vacation time and sick leave time shall be considered as having worked for this purpose).
- (c) The occurrence of a recognized holiday during any employee's authorized vacation time or sick leave time shall not serve to extend the vacation or sick leave time.

If an employee works on a recognized paid holiday, said employee will receive holiday pay plus straight time pay for the hours worked on the holiday.

ARTICLE 16 VACATION TIME

All full-time employees shall, subject to the approval of their immediate supervisor as to the time of taking such vacation, be entitled to paid vacations as follows:

One (1) week each calendar year after one (1) full year of employment

Two (2) weeks each calendar year after two (2) full years of employment

Three (3) weeks each calendar year after nine (9) full years of employment

Four (4) weeks each calendar year after fifteen (15) full years of employment

Five (5) weeks each calendar year after twenty five (25) full years of employment

Vacation time earned will be determined as of the employee's anniversary date of each year.

Vacation earned cannot be carried over from one year to the next. The vacation time taken off work will not be unreasonably denied by the Employer. Only one (1) week of vacation can be taken in no less than daily increments. Vacation days shall be computed as days worked.

Two weeks advance notice is required to take vacation time off work. Said notice is subject to Employer approval.

In the event that a holiday falls within an employee's vacation period, he/she shall receive, at the Department Supervisor's option, either another day of vacation or pay in lieu.

If an employee is on vacation and is called to work, he/she shall be paid one and one-half (1 1/2) times his/her hourly rate.

ARTICLE 17 SICK LEAVE

All full-time employees shall be entitled to full pay while absent from work because of injury or sickness at the rate of one (1) day per month of full-time employment; such sick leave time, if not used, shall accrue to a maximum of not more than one hundred ten (110) days; however, such sick leave payment and accrual of time shall be subject to the following:

- a. Sick leave will not be granted for absence from work on the day immediately preceding or following a holiday, weekend, vacation or day(s) off, unless otherwise mutually agreed to, and absence of more than two (2) consecutive work shifts shall require a certificate from a physician for sick leave pay to be granted. Habitual abusers of sick leave will be

required to furnish a medical doctor's written statement to verify illness before any sick leave payment will be made.

- b. Sick leave that is not used shall not be construed as additional vacation time, nor is said unused sick leave subject to compensation by the Employer.
- c. An employee who is absent from work and on sick leave shall notify his/her supervisor as early as practical on or before the first day of sick leave in advance of the time of reporting for work. Failure to make such report shall result in that day's absence not being counted as sick leave.
- d. Sick leave benefit will not be available for any employee who is absent because of injuries sustained while engaged in or employed by any business other than employment for the City of Belle Plaine.
- e. Any employee who is on authorized sick leave on any legal holiday shall not be entitled to an additional day of sick leave because of said holiday.
- f. One (1) day of earned sick leave can be taken in one-half (1/2) day increments, either the first or second half of the shift.

ARTICLE 18 FUNERAL LEAVE

An employee will be excused from work, with pay, for the purpose of making arrangements or attending the funeral of an immediate member of the employee's family, that is, grandmother, grandfather, granddaughter, grandson, father, mother, stepparent, brother, sister, spouse, son, daughter; subject, however, to the following:

- a. Pay will be limited to the necessary time lost from the employee's regular schedule, not exceeding a maximum of three (3) working days. Paid days would be the day before the funeral, the day of the funeral, and the day after the funeral. An additional two (2) days of paid funeral leave will be allowed in the case of the death of an employee's spouse or child.
- b. An employee on authorized vacation time will receive an extension of such vacation for any purposes provided in this section.
- c. The employee shall notify his/her immediate supervisor as soon as he/she receives notice of such death and shall then make arrangements with the supervisor or City Council member for the time the employee will be off to attend said funeral.
- d. An employee will obtain a paid absence for one (1) day (the day of the funeral) or less, subject to the approval of his/her immediate supervisor, to attend the funeral of a father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, brother-in-law, sister-in-law, or grandparents of the employee's spouse.

- e. To qualify for any funeral leave pay, the employee must attend the funeral.
- f. An employee is allowed to take vacation time to serve as a pallbearer.

ARTICLE 19 JURY DUTY

All employees required to serve jury duty shall be excused from reporting for their regular duties during the time they are required to serve, and they shall be paid for such time the difference between the jury duty pay and their regular pay and at regular time rates and for the hours they are absent from work (not to exceed eight (8) hours per day, five (5) days per week).

ARTICLE 20 INSURANCE

The Employer reserves the right to select any insurance carrier(s). Should a carrier be changed, the insurance plan affected will remain substantially equal to the plan in effect on July 1, 2005 and July 1, 2006.

Group Health Insurance. The Employer will pay the full single and dependent coverage premiums.

Life Insurance Benefits. The Employer will provide and pay for \$15,000 coverage per employee with \$15,000 additional for accidental death.

Disability Insurance. The Employer pays the premium for employee coverage.

ARTICLE 21 MILITARY LEAVE

All regular employees entering military service of the United States (whether involuntary or voluntary, including National Guard or Reserves) shall be given leave of absence for the time spent in the service, providing that, within ninety (90) days, upon release from such military service, he reports for duty at his old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed.

According to Section 29A.28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

ARTICLE 22 MILEAGE, UNIFORM AND EQUIPMENT ALLOWANCE

Mileage. The City of Belle Plaine will compensate an employee at the rate of thirty-two cents (\$.32) per mile when the employees are required to provide their own transportation in order to perform their job function when authorized by the Police Chief prior to use of personal vehicle.

Items of clothing and equipment for all Officers will be designated by the Police Chief and furnished by the City at no cost to the employee.

All items of clothing and equipment are the property of the Employer. They will be replaced by the Employer only through normal wear and tear, at the discretion of the Police Chief.

For new hires, the clothing and equipment issued will be at the discretion of the Police Chief.

ARTICLE 23 TRAINING AND EDUCATION

Training requirements and programs shall be established by the Chief of Police. Training during regular hours shall be paid for as any other work assignment. When mandatory training must be taken outside of the City, the City shall, as required, pay for or provide transportation, reasonable subsistence and tuition for training purposes.

The City shall provide the training fee for recertification of first responders.

The Employer will not be required to pay any overtime for any employee involved in training at the Police Academy. The employee will be reimbursed for lunch only up to Five Dollars (\$5.00) upon submission of a receipt.

The Chief of Police and/or the City Administrator shall establish training requirements and programs. Training during regular hours shall be paid for as work assignments, except for Iowa Law Enforcement Academy training expenses. If an officer is not certified by the Iowa Law Enforcement Academy at the time of hire, that officer shall be required to receive certification as a law enforcement officer with the City paying the expenses of the training and shall pay the employees regular wage during training within one (1) year of the hire date. If the officer voluntarily resigns or is terminated for just cause from the Belle Plaine Police Department within the first four (4) years of employment, the employee shall reimburse the City on a prorated basis for the Iowa Law Enforcement Academy training expenses according to a training agreement signed by the Mayor and officer at the time of hire. When any other mandatory training must be taken, excluding Iowa Law Enforcement Academy training, the City shall, as required, pay for or provide transportation, reasonable subsistence, and tuition for training purposes.

ARTICLE 24 LONGEVITY

Two cents (\$.02) per hour for each year of service will be paid to an eligible employee in a lump sum amount on December 1 of each year.

ARTICLE 25 JOB CLASSIFICATIONS AND WAGE RATES

Reference is made to Exhibit A covering job classifications and wage rates. By this reference, said Exhibit A becomes a part of this Agreement.

ARTICLE 26
EFFECTIVE DATE AND TERM

THIS AGREEMENT shall be effective July 1, 2005 through June 30, 2007.

The terms and conditions of this Agreement shall continue from year to year after July 1, 2007 unless one or both of the parties seeking modification shall cause a written notice to be served on the other party by September 15, 2006 or by September 15 of any contract year thereafter.

THIS AGREEMENT constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agreed that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 19th day of April, 2005.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

CITY OF BELLE PLAINE, IOWA

By [Signature]
Title Sec Treasurer

By [Signature]
Title Mayor

By Dale L. Walter
Title Buss. Rep.

By William Daily
Title City Administrator

EXHIBIT A

STRAIGHT TIME HOURLY WAGE RATES

The straight time hourly wage rates will be as follows:

	Effective			
	<u>7-1-05</u>	<u>1-1-06</u>	<u>7-1-06</u>	<u>1-1-07</u>
Police Officers:				
Beginning Rate (Probationary Period)	\$12.85	\$13.11	\$13.37	\$13.64
Base Rate-Academy graduates qualify for Base Rate after 3 mos; others after 6 mos.	\$13.40	\$13.67	\$13.94	\$14.22
One year anniversary (from beginning employment)	\$14.06	\$14.34	\$14.63	\$14.92
One and one-half year anniversary	\$14.70	\$14.99	\$15.29	\$15.60
Two year anniversary	\$15.32	\$15.63	\$15.94	\$16.26
Two and one-half year anniversary	\$15.94	\$16.26	\$16.59	\$16.92